



**Rules and
Regulations for
the Classification
of Naval Ships,
January 2008**

Notice No. 1

Effective Date of Latest
Amendments:

See page 1

Issue date: March 2008

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RULES AND REGULATIONS FOR THE CLASSIFICATION OF NAVAL SHIPS, *January 2008*

Notice No. 1

This Notice contains amendments within the following Sections of the *Rules and Regulations for the Classification of Naval Ships, January 2008*. The amendments are effective on the dates shown:

<i>Part</i>	<i>Chapter</i>	<i>Section</i>	<i>Effective date</i>
1	1	1, 2, 3, 4, 5, 6 7, 8, 9, 10	1 March 2008

It will be noted that the amendments also include corrigenda, which are effective from the date of this Notice.

The *Rules and Regulations for the Classification of Naval Ships, January 2008* are to be read in conjunction with this Notice No. 1. The status of the Rules is now:

Rules for Naval Ships
Notice No. 1

Effective date: January 2008
Effective dates: 1 March 2008

Part 1, Chapter 1

General Regulations

Effective date 1 March 2008

Section 1

1.1 Lloyd's Register (hereinafter referred to as LR), which is recognized under the laws of the United Kingdom as a Corporation whose business is conducted for the benefit of the community, was founded in 1760. It was established for the purpose of obtaining for the use of Merchants, Shipowners and Underwriters a faithful and accurate Classification of Merchant Shipping and whilst it still continues to fulfil that purpose, it now also:

- (a) approves design, surveys and reports on: hovercraft; ships which embody features of a novel kind; non-mercantile shipping; yachts; amphibious and land and sea and sea bed installations, structures, plant, etc.; machinery, apparatus, materials, components, equipment, production methods and processes of all kinds; for the purpose of testing their compliance with plans, specifications, Rules, Codes of Practice, etc., or their fitness for particular requirements;
- (b) acts with delegated authority on behalf of numerous governments in respect of Statutory Requirements;
- (c) provides other technical inspection and advisory services relating to ships and the maritime industry generally and also in respect of land and sea-based undertakings.

Section 2

2.1 LR's affairs are under the overall direction of the General Committee, which is composed of persons nominated or elected to represent the world community and industry which LR serves.

The General Committee (hereinafter referred to as the Committee), which may at its discretion vary the constitution of such representation, is currently composed of:

- The Corporation of Lloyd's (five representatives).
- The International Underwriting Association (two representatives).
- The Chamber of Shipping (five representatives).
- The International Maritime Industries Forum (one representative).
- The Greek Shipping Co-operation Committee (one representative).
- Intercargo (one representative).
- Institute of Quality Assurance (one representative).
- Intertanko (one representative).
- The International Group of P&I Clubs (one representative).

Nominated members of the Committee are elected for a term of service of three years and are eligible for re-election, subject to the membership age limit and unbroken membership of the nominating body they represent during their period of membership.

Six members representing P&I Clubs elected by the Committee for a term of service of one year. P&I Club representatives are eligible for re-election, subject to the membership age limit.

Such persons specially elected by the Committee for a term of service of one year. Specially Elected Members are eligible for re-election, subject to the membership age limit. The number of Specially Elected Members shall be limited not to exceed the balance of the maximum Committee membership of 85 persons. A specially elected member will automatically relinquish his/her membership in this category on being elected as a nominated member of the Committee.

2.2 The Committee is further empowered to elect as Honorary Members of the Committee such persons of distinction and eminence as the Committee shall from time to time think fit.

2.3 With the exception of honorary members, any member of the Committee shall automatically retire from the Committee on reaching the age of seventy years, unless special approval for an additional term of service is recommended by the Committee's Nominations Committee and approved by the Committee each year thereafter.

Section 3

3.1 The Committee has power to:

- Appoint a Board and delegate thereto such of its powers as it may determine;
- Appoint a General Committee Nominations Committee and determine its powers;
- Appoint a Sub-Committee of Classification and determine its powers and functions;
- Appoint Committees in any country or area to form a liaison between LR and the local maritime, industrial and commercial communities;
- Appoint Technical Committees and determine their functions, powers and duties.

3.2 The Committee has exercised its powers and has appointed such committees and Board.

Section 4

4.1 National and Area Committees are established in the following:

Countries:

Australia (via Lloyd's Register Asia)
 Canada (via Lloyd's Register North America, Inc.)
 China (via Lloyd's Register Asia)
 Egypt (via Lloyd's Register EMEA)
 Federal Republic of Germany (via Lloyd's Register EMEA)
 France (via Lloyd's Register EMEA)
 Greece (via Lloyd's Register EMEA)
 Italy (via Lloyd's Register EMEA)
 Japan (via Lloyd's Register Asia)
 New Zealand (via Lloyd's Register Asia)
 Poland (via Lloyd's Register (Polska) Sp zoo)
 Spain (via Lloyd's Register EMEA)
 United States of America (via Lloyd's Register North America, Inc.)

Areas:

Benelux (via Lloyd's Register EMEA)
 Central America (via Lloyd's Register Central and South America Ltd)
 Nordic Countries (via Lloyd's Register EMEA)
 South Asia (via Lloyd's Register Asia)
 Asian Shipowners (via Lloyd's Register Asia)

Section 5

5.1 The main Technical Committee is at present composed of:

Ex officio:

• The Chairman of LR	TOTAL
• The Chairman of the Sub-Committee of Classification	1
	1

Nominated by:

• The Committee	18
• The Royal Institution of Naval Architects	2
• The Institution of Engineers and Shipbuilders in Scotland	2
• The Institute of Marine Engineers	2
• The Institution of Mechanical Engineers	2
• The Shipbuilders' and Shiprepairers' Association	2
• The Short Sea Group of the Chamber of Shipping	1
• The Society of Consulting Marine Engineers and Ship Surveyors	1
• The Institute of Materials	1
• The UK Steel Association	1
• The Honourable Company of Master Mariners	2
• The Institution of Electrical Engineers	1
• Federation of British Electrotechnical and Allied Manufacturers' Associations	1
• The Technical Committee	18
• The Technical Committee (from other countries)	18
• The Institute of Refrigeration	1
• International Oil Companies	2
• Association of European Shipbuilders and Shiprepairers	1
• Greek Shipping Co-operation Committee	1

Part 1, Chapter 1

5.2 All nominations are subject to confirmation by the Committee.

5.3 In addition to the foregoing:

- (a) Each National or Area Committee may appoint a representative to attend meetings of the Technical Committee.
- (b) A maximum of five representatives from National Administrations may, with the consent of the Committee, be co-opted to serve on the Technical Committee. Such representatives may also be elected as members of the Technical Committee under one of the categories identified in 5.1.
- (c) Further persons may, with the consent of the Committee, be co-opted to serve on the Technical Committee.

5.4 The function of the Technical Committee is to consider any technical problems connected with LR's business (see 1.1(a)) and with the exception of changes necessitated by mandatory implementation of International Conventions, Codes or Unified Requirements adopted by the International Association of Classification Societies, any proposed alterations in the existing Rules and to frame new Rules for classification as deemed necessary.

5.5 The term of office of the Chairman and of all members of the Technical Committee is five years. Members may serve one additional term of office with the approval of the Committee.

5.6 In the case of continuous non-attendance of a member, the Committee may withdraw his/her membership.

5.7 Meetings of the Technical Committee are convened as often and at such times and places as is necessary, but there is to be at least one meeting in each year.

5.8 Any proposal of the Technical Committee involving any alteration in, or addition to, Rules for classification is referred to the Committee and may be finally approved at the next meeting of the Board if the General Committee so direct.

5.9 The Technical Committee is empowered to:

- (a) appoint sub-Committees or panels of the Committee; and
- (b) co-opt to the Technical Committee, or to its sub-Committees or panels, representatives of any organization or industry or private individuals for the purpose of considering any particular problem.

Section 6

6.1 The Naval Ship Technical Committee (hereinafter referred to as NSTC) is at present composed of not more than 50 members to include nominees of:

- The Royal Navy and the UK Ministry of Defence;
- The Defence Evaluation and Research Agency;
- UK Shipbuilders, Ship Repairers and Defence Industry;
- Overseas Governments and Governmental Agencies;
- Overseas Shipbuilders, Ship Repairers and Defence Industries;
- Various maritime bodies and institutions, nominated by the NSTC;
- The Chairman and Chairman of the Sub-Committee of Classification who are *ex officio* members.

6.2 All nominations are subject to confirmation by the Committee.

6.3 All members of the NSTC are to hold security clearance from their National Authority for the equivalent of NATO CONFIDENTIAL. All material is to be handled in accordance with NATO Regulations or, for non-NATO countries, an approved equivalent. No classified material shall be disclosed to any third party without the consent of the originator.

6.4 The term of office of the NSTC Chairman and of all members of the NSTC is five years. Members may serve one additional term of office with the approval of the Committee. The term of the Chairman may be extended with the approval of the General Committee.

6.5 In the case of continuous non-attendance of a member, the Committee may withdraw that person's membership.

6.6 The function of the NSTC is to consider technical issues connected with Naval Ship matters and to approve proposals for new Naval Ship Rules, or amendments to existing Naval Ship Rules.

6.7 Meetings of the NSTC shall be convened as necessary but there shall be at least one meeting per year.

6.8 Following approval by the NSTC, details of new Rules (or amendments) will be submitted to the Committee for adoption.

Section 7

7.1 The Committee has power to adopt, and publish as deemed necessary, Rules relating to classification and has (in relation thereto) provided the following:

- (a) Except in the case of a special directive by the Committee, no new Regulation or alteration to any existing Regulation relating to character of classification or to class notations is to be applied to existing ships.
- (b) Except in the case of a special directive by the Committee, or where changes necessitated by mandatory implementation of International Conventions, Codes or Unified Requirements adopted by the International Association of Classification Societies are concerned, no new Rule or alteration in any existing Rule is to be applied compulsorily after the date on which the contract between the ship builder and ship owner for construction of the ship has been signed, nor within six months of its adoption. The date of 'contract for construction' of a ship is the date on which the contract to build the ship is signed between the prospective ship owner and the ship builder. This date and the construction number (i.e. hull numbers) of all the vessels included in the contract are to be declared to the Committee by the party applying for the assignment of class to a newbuilding. The date of 'contract for construction' of a series of sister ships, including specified optional ships for which the option is ultimately exercised, is the date on which the contract to build the series is signed between the prospective ship owner and the ship builder. In this section a 'series of sister ships' is a series of ships built to the same approved plans for classification purposes, under a single contract for construction. The optional ships will be considered part of the same series of sister ships if the option is exercised not later than 1 year after the contract to build the series was signed. If a contract for construction is later amended to include additional ships or additional options, the date of 'contract for construction' for such ships is the date on which the amendment to the contract is signed between the prospective ship owner and the ship builder. The amendment to the contract is to be considered as a 'new contract'. Where it is desired to use existing approved ship or machinery plans for a new contract, written application is to be made to the Committee.

NOTE

Sister ships may have minor design alterations provided that such alterations do not affect matters related to classification.

- (c) All reports of survey are to be made by Surveyors authorised by LR to survey and report (hereinafter referred as the Surveyors) according to the form prescribed, and submitted for the consideration of the Committee, or its Sub-Committee of Classification, but the character assigned by the latter is to be subject to confirmation by the Committee or by the Chairman acting on behalf of the Committee.
- (d) Information contained in the reports of classification and statutory surveys will be made available to the relevant owner, National Administration, Port State Administration, P&I Club, hull underwriter and, if authorized in writing by that owner, to any other person or organization.
- (e) Information relating to the status of classification and statutory surveys and suspensions/withdrawals of class together with any associated conditions of class will be made available as required by applicable legislation or court order.
- (f) Notwithstanding the general duty of confidentiality owed by LR to its clients, LR will participate fully in the IACS Early Warning System which requires each IACS member to provide its fellow IACS members with information on serious hull structural and engineering systems failures, including the name of the ship and its IMO number, to enable such useful information to be shared and utilised to facilitate the proper working of the IACS Early Warning System (which is aimed at enabling (i) 'sister' or similar ships to avoid similar problems and (ii) the shipping industry generally to learn from failures and mistakes).
- (g) A Classification Executive consisting of senior members of LR's Classification Department staff shall carry out whatever duties that may be within the function of the Sub-Committee of Classification that the Sub-Committee of Classification assigns to it.

Section 8

8.1 No Lloyd's Register Group employee is permitted under any circumstances, to accept, directly or indirectly, from any person, firm or company, with whom the work of the employee brings the employee into contact, any present, bonus, entertainment or honorarium of any sort whatsoever which is of more than nominal value or which might be construed to exceed customary courtesy extended in accordance with accepted ethical business standards.

Section 9

9.1 The Committee has power to:

- (a) determine the amounts to be charged for the services provided by LR or for any of its publications;
- (b) withhold or, if already granted, to suspend or withdraw any class (or to withhold any certificate or report in any other case), in the event of non payment of any fee.

Section 10

10.1 In this section:

- (i) 'Services' means the services provided by LR; and
- (ii) 'Contract' means the contract for supply of the Services; and
- (iii) the 'LR Group' includes LR, its affiliates and subsidiaries, and the officers, directors, employees, representatives and agents of any of them, individually or collectively.

10.2 LR's services do not assess compliance with any standard other than the applicable LR Rules, international conventions, and other standards agreed in writing by LR and the Client.

10.3 In providing Services, information or advice, the LR Group does not warrant the accuracy of any information or advice supplied. Except as set out herein, the LR Group will not be liable for any loss, damage or expense sustained by any person and caused by any act, omission, error, negligence or strict liability of any of the LR Group or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group even if held to amount to a breach of warranty. Nevertheless, if the Client uses LR's Services or relies on any information or advice given by or on behalf of the LR Group and as a result suffers loss, damage or expense that is proved to have been caused by any negligent act, omission or error of the LR Group or any negligent inaccuracy in information or advice given by or on behalf of the LR Group, then LR will pay compensation to the Client for its proved loss up to but not exceeding the amount of the fee (if any) charged for that particular service, information or advice.

10.4 Notwithstanding the previous clause, the LR Group will not be liable for any loss of profit, loss of contract, loss of user or any indirect or consequential loss, damage or expense sustained by any person caused by any act, omission or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group even if held to amount to a breach of warranty.

10.5 LR's omission or failure to carry out or observe any stipulation, condition, or obligation to be performed under the Contract will not give rise to any claim against LR or be deemed to be a breach of contract if the failure or omission arises from causes beyond LR's reasonable control.

10.6 Any dispute about the Services or the Contract is subject to the exclusive jurisdiction of the English courts and will be governed by English law.

Section 1

1.1 Lloyd's Register (hereinafter referred to as 'LR'), which is recognized under the laws of the United Kingdom as a corporate body and a charity established for the benefit of the community, was founded in 1760. It was established for the purpose of producing a faithful and accurate Classification of Merchant Shipping. It now primarily produces Classification Rules.

1.2 Classification services are delivered to clients by a number of other members of the Lloyd's Register Group, including: Lloyd's Register EMEA, Lloyd's Register Asia, Lloyd's Register North America, Inc., and Lloyd's Register Central and South America Limited.

1.3 The Lloyd's Register Group (hereinafter referred to as 'the LR Group') comprises charities, other forms of organisation and non-charitable companies, with the latter supporting the charities in their main goal of enhancing the safety of life and property, at sea, on land and in the air, for the benefit of the public and the environment.

Section 2

2.1 LR remains the sole classification society in the LR Group. LR is managed by a corporate trustee Lloyd's Register Trustees Limited (hereinafter referred to as 'LR's trustee').

LR's trustee has:

Appointed a Classification Committee and determined its powers and functions;
Appointed Technical Committees and determined their powers, functions and duties.

2.2 The LR Group has established National and Area Committees in the following:

Countries:	Areas:
Australia (via Lloyd's Register Asia)	Benelux (via Lloyd's Register EMEA)
Canada (via Lloyd's Register North America, Inc.)	Central America (via Lloyd's Register Central and South America Ltd)
China (via Lloyd's Register Asia)	Nordic Countries (via Lloyd's Register EMEA)
Egypt (via Lloyd's Register EMEA)	South Asia (via Lloyd's Register Asia)
Federal Republic of Germany (via Lloyd's Register EMEA)	Asian Shipowners (via Lloyd's Register Asia)
France (via Lloyd's Register EMEA)	Greece (via Lloyd's Register EMEA)
Italy (via Lloyd's Register EMEA)	
Japan (via Lloyd's Register Asia)	
New Zealand (via Lloyd's Register Asia)	
Poland (via Lloyd's Register (Polska) Sp zoo)	
Spain (via Lloyd's Register EMEA)	
United States of America (via Lloyd's Register North America, Inc.)	

Section 3

3.1 LR's Technical Committee is at present composed of:

Ex officio members:

	TOTAL
• The Chairman of Lloyd's Register Holdings (LRH)	1
• The Chairman of the Classification Committee	1

Members Nominated by:

• The General Committee of Trustees of LRH	18
• The Royal Institution of Naval Architects	2
• The Institution of Engineers and Shipbuilders in Scotland	2
• The Institute of Marine, Science and Technology.....	2
• The Institution of Mechanical Engineers	2
• The Shipbuilders' and Shiprepairers' Association	2
• The Short Sea Group of the Chamber of Shipping	1
• The Society of Consulting Marine Engineers and Ship Surveyors	1
• The Institute of Materials	1
• The UK Steel Association	1
• The Honourable Company of Master Mariners	2
• The Institution of Electrical Engineers	1

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• Federation of British Electrotechnical and Allied Manufacturers' Associations	1
• The Technical Committee	18
• The Technical Committee (from other countries)	18
• The Institute of Refrigeration	1
• International Oil Companies	2
• Association of European Shipbuilders and Shiprepairers	1
• Greek Shipping Co-operation Committee	1
	79

3.2 In addition to the foregoing:

- (a) Each National or Area Committee may appoint a representative to attend meetings of the Technical Committee.
- (b) A maximum of five representatives from National Administrations may, with the consent of the Technical Committee, be co-opted to serve on the Technical Committee. Such representatives may also be elected as members of the Technical Committee under one of the categories identified in 3.1.
- (c) Further persons may, with the consent of the Technical Committee, be co-opted to serve on the Technical Committee.

3.3 All elections are subject to confirmation by LR's trustee.

3.4 The function of the Technical Committee is to consider any technical problems connected with LR's business and with the exception of changes necessitated by mandatory implementation of International Conventions, Codes or Unified Requirements adopted by the International Association of Classification Societies, any proposed alterations in the existing Rules and to frame new Rules for classification as deemed necessary.

3.5 The term of office of the Chairman and of all members of the Technical Committee is five years. Members may serve one additional term of office with the approval of LR's trustee. The term of the Chairman may be extended with the approval of LR's trustee.

3.6 In the case of continuous non-attendance of a member, the Technical Committee may withdraw his/her membership.

3.7 Meetings of the Technical Committee are convened as often and at such times and places as is necessary, but there is to be at least one meeting in each year.

3.8 Any proposal of the Technical Committee involving any alteration in, or addition to, Rules for Classification is referred to LR's Trustee which has agreed to seek the comments of the Lloyd's Register Holding's General Committee of Trustees before adopting the proposal.

3.9 The Technical Committee is empowered to:

- (a) appoint sub-Committees or panels; and
- (b) co-opt to the Technical Committee, or to its sub-Committees or panels, representatives of any organization or industry or private individuals for the purpose of considering any particular problem.

Section 4

4.1 LR's Naval Ship Technical Committee (hereinafter referred to as 'the NSTC') is at present composed of up to 50 members and includes nominees of:

- The Royal Navy and the UK Ministry of Defence;
- The Defence Evaluation and Research Agency;
- UK Shipbuilders, Ship Repairers and Defence Industry;
- Overseas Governments and Governmental Agencies;
- Overseas Shipbuilders, Ship Repairers and Defence Industries;
- Various maritime bodies and institutions, nominated by the NSTC;
- The Chairman of LRH and Chairman of the Classification Committee who are ex officio members.

4.2 All elections are subject to confirmation by LR's trustee.

4.3 All members of the NSTC are to hold security clearance from their National Authority for the equivalent of NATO CONFIDENTIAL. All material is to be handled in accordance with NATO Regulations or, for non-NATO countries, an approved equivalent. No classified material shall be disclosed to any third party without the consent of the originator.

4.4 The term of office of the NSTC Chairman and of all members of the NSTC is five years. Members may serve one additional term of office with the approval of LR's trustee. The term of the Chairman may be extended with the approval of LR's trustee.

4.5 In the case of continuous non-attendance of a member, the NSTC may withdraw that person's membership.

4.6 The function of the NSTC is to consider technical issues connected with Naval Ship matters and to approve proposals for new Naval Ship Rules, or amendments to existing Naval Ship Rules.

4.7 Meetings of the NSTC are convened as necessary but there will be at least one meeting per year.

4.8 Following approval by the NSTC, details of new Rules (or amendments) will be submitted to LR's trustee which will seek comments from LRH's General Committee of Trustees before adopting any changes.

Section 5

5.1 LR has the power to adopt, and publish as deemed necessary, Rules relating to Classification and has (in relation thereto) provided the following:

- (a) Except in the case of a special directive by LR's trustee, no new Regulation or alteration to any existing Regulation relating to classification or to class notations is to be applied to existing ships.
- (b) Except in the case of a special directive by LR's trustee, or where changes necessitated by mandatory implementation of International Conventions, Codes or Unified Requirements adopted by the International Association of Classification Societies are concerned, no new Rule or alteration in any existing Rule is to be applied compulsorily after the date on which the contract between the ship builder and shipowner for construction of the ship has been signed, nor within six months of its adoption. The date of 'contract for construction' of a ship is the date on which the contract to build the ship is signed between the prospective shipowner and the ship builder. This date and the construction number (i.e. hull numbers) of all the vessels included in the contract are to be declared by the party applying for the assignment of class to a newbuilding. The date of 'contract for construction' of a series of sister ships, including specified optional ships for which the option is ultimately exercised, is the date on which the contract to build the series is signed between the prospective shipowner and the ship builder. In this section a "series of sister ships" is a series of ships built to the same approved plans for classification purposes, under a single contract for construction. The optional ships will be considered part of the same series of sister ships if the option is exercised not later than 1 year after the contract to build the series was signed. If a contract for construction is later amended to include additional ships or additional options, the date of 'contract for construction' for such ships is the date on which the amendment to the contract is signed between the prospective shipowner and the ship builder. The amendment to the contract is to be considered as a 'new contract'. If a contract for construction is amended to change the ship type, the date of 'contract for construction' of this modified vessel, or vessels, is the date on which the revised contract or new contract is signed between the Owner, or Owners, and the shipbuilder. Where it is desired to use existing approved ship or machinery plans for a new contract, written application is to be made to LR. Sister ships may have minor design alterations provided that such alterations do not affect matters related to classification.
- (c) That it will, in all cases, consult with LRH's General Committee of Trustees before passing any Rule amendment.
- (d) All reports of survey are to be made by Surveyors authorised by members of the LR Group to survey and report (hereinafter referred to as 'the Surveyors') according to the form prescribed, and submitted for the consideration of the Classification Committee.

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- (e) Information contained in the reports of classification and statutory surveys will be made available to the relevant owner, National Administration, Port State Administration, P&I Club, hull underwriter and, if authorized in writing by that owner, to any other person or organization.
- (f) Information relating to the status of classification and statutory surveys and suspensions/withdrawals of class together with any associated conditions of class will be made available as required by applicable legislation or court order.
- (g) A Classification Executive consisting of senior members of LR's Classification Department staff shall carry out whatever duties that may be within the function of the Classification Committee that the Classification Committee assigns to it.

■ Section 6

6.1 No LR Group employee is permitted under any circumstances, to accept, directly or indirectly, from any person, firm or company, with whom the work of the employee brings the employee into contact, any present, bonus, entertainment or honorarium of any sort whatsoever which is of more than nominal value or which might be construed to exceed customary courtesy extended in accordance with accepted ethical business standards.

■ Section 7

7.1 LR has power to withhold or, if already granted, to suspend or withdraw any class (or to withhold any certificate or report in any other case), in the event of non-payment of any fee to any member of the LR Group.

■ Section 8

8.1 When providing services LR does not assess compliance with any standard other than the applicable LR Rules, international conventions, and other standards agreed in writing.

8.2 In providing services, information or advice, the LR Group does not warrant the accuracy of any information or advice supplied. Except as set out herein, LR will not be liable for any loss, damage or expense sustained by any person and caused by any act, omission, error, negligence or strict liability of any of the LR Group or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group even if held to amount to a breach of warranty. Nevertheless, if the Client uses LR's services or relies on any information or advice given by or on behalf of the LR Group and as a result suffers loss, damage or expense that is proved to have been caused by any negligent act, omission or error of the LR Group or any negligent inaccuracy in information or advice given by or on behalf of the LR Group, then a member of the LR Group will pay compensation to the client for its proved loss up to but not exceeding the amount of the fee (if any) charged for that particular service, information or advice.

8.3 Notwithstanding the previous clause, the LR Group will not be liable for any loss of profit, loss of contract, loss of use or any indirect or consequential loss, damage or expense sustained by any person caused by any act, omission or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group even if held to amount to a breach of warranty.

8.4 Any dispute about LR's services is subject to the exclusive jurisdiction of the English courts and will be governed by English law.

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